

OLF3 (Official Local Form 3)
Effective December 1, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re:
Demetrios Baraklilis
Debtor(s)

Case No.: **18-41684 CJP**
Chapter 13

CHAPTER 13 PLAN

Check one. This plan is:

- ☐ Original
☒ **First Amended** (*Identify First, Second, Third, etc.*)
☐ Postconfirmation (*Date Order Confirming Plan Was Entered:* _____)
Date this plan was filed: **January 9, 2019**

PART 1: NOTICES

TO ALL INTERESTED PARTIES:

You should review carefully the provisions of this Plan as your rights may be affected. In the event the Court enters an order confirming this Plan, its provisions may be binding upon you. The provisions of this Plan are governed by statutes and rules of procedure, including Title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure ("Fed. R. Bankr. P."), the Massachusetts Local Bankruptcy Rules ("MLBR"), and, in particular, the Chapter 13 rules set forth in Appendix 1 of MLBR, all of which you should consult.

TO CREDITORS:

Your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. Read this Plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one. If you oppose this Plan's treatment of your claim or any other provision of this Plan, you or your attorney **must** file with the Court an objection to confirmation on or before the later of (i) thirty (30) days after the date on which the first Meeting of Creditors pursuant to 11 U.S.C. § 341 is held or (ii) thirty (30) days after service of an amended or modified Plan, unless the Court orders otherwise. A copy of your objection must be served on the Debtor(s), the attorney for the Debtor(s), and the Chapter 13 Trustee (the "Trustee"). The Bankruptcy Court may confirm this Plan if no objection to confirmation is filed or if it overrules an objection to confirmation. You have received or will receive a Notice of Chapter 13 Bankruptcy Case from the Bankruptcy Court which sets forth certain deadlines, including the bar date for filing a Proof of Claim. **To receive a distribution, you must file a Proof of Claim.**

TO DEBTOR(S):

You (or your attorney) are required to serve a copy of this Plan on all creditors in the manner required under the Bankruptcy Code, the Fed. R. Bankr. P., and MLBR. Unless the Court orders otherwise, you must commence making payments not later than the earlier of (i) thirty (30) days after the date of the filing of this Plan or (ii) thirty (30) days after the order for relief. **You must check a box on each line below to state whether or not this Plan includes one or more of the following provisions. If you check the provision "Not Included," if you check both boxes, or if you do not check a box, any of the following provisions will be void if set forth later in this Plan. Failure to properly complete this section may result in denial of confirmation of this Plan.**

FOR EACH LINE BELOW, DO NOT CHECK BOTH BOXES; DO NOT LEAVE BOTH BOXES BLANK.

1.1	A limit on the amount of a secured claim, set out in Part 3.B.1, which may result in a partial payment or no payment at all to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Part 3.B(3).	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

PART 2: PLAN LENGTH AND PAYMENTS

A. LENGTH OF PLAN:

- ☐ 36 Months. 11 U.S.C. § 1325(b)(4)(A)(i);
☒ 60 Months. 11 U.S.C. § 1325(b)(4)(A)(ii);
☐ Months. 11 U.S.C. § 1322(d)(2). The Debtor(s) states the following cause:

B. PROPOSED MONTHLY PAYMENTS:

Monthly Payment Amount	Number of Months
2,481.00	3

3,291.00	57, Beginning with the Debtor's January 2019 payment
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C. ADDITIONAL PAYMENTS:

Check one.

☒ **None.** If "None" is checked, the rest of Part 2.C need not be completed and may be deleted from this Plan.

The total amount of Payments to the Trustee [B+C]:

\$195,030.00.

This amount must be sufficient to pay the total cost of this Plan in Exhibit I, Line h.

PART 3: SECURED CLAIMS

☐ **None.** If "None" is checked, the rest of Part 3 need not be completed and may be deleted from this Plan.

A. CURE OF DEFAULT AND MAINTENANCE OF PAYMENTS:

Check one.

☐ **None.** If "None" is checked, the rest of Part 3.A need not be completed and may be deleted from this Plan.

☒ **Any Secured Claim(s) in default shall be cured and payments maintained as set forth in (1) and/or (2) below.**
Complete (1) and/or (2).

(1) PREPETITION ARREARS TO BE PAID THROUGH THIS PLAN

Prepetition arrearage amounts are to be paid through this Plan and disbursed by the Trustee. Unless the Court orders otherwise, the amount(s) of prepetition arrearage listed in an allowed Proof of Claim controls over any contrary amount(s) listed below. Unless the Court orders otherwise, if relief from the automatic stay is granted as to any collateral listed in this paragraph, all payments paid through this Plan as to that collateral will cease upon entry of the order granting relief from stay.

(a) Secured Claim(s) (Principal Residence)

Address of the Principal Residence: **14 Pine Ridge Drive
Oxford MA 01540-1903**

The Debtor(s) estimates that the fair market value of the Principal Residence is: **\$284,305.00**

Name of Creditor	Type of Claim (e.g., mortgage, lien)	Amount of Arrears
OneWest Bank Mortgage Servicing	First Mortgage	\$66,371.21
Internal Revenue Service		\$17,082.32

Total of prepetition arrears on Secured Claim(s) (Principal Residence): **\$83,453.53**

(b) Secured Claim(s) (Other)

Name of Creditor	Type of Claim	Description of Collateral (or address of real property)	Amount of Arrears
-NONE-			

Total of prepetition arrears on Secured Claim(s) (Other): **\$0.00**

Total prepetition arrears to be paid through this Plan [(a) + (b)]: \$83,453.53

(2) MAINTENANCE OF CONTRACTUAL INSTALLMENT PAYMENTS (TO BE PAID DIRECTLY TO CREDITORS):

Contractual installment payments are to be paid directly by the Debtor(s) to creditor(s). The Debtor(s) will maintain the contractual installment payments as they arise postpetition on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with any applicable rules.

Name of Creditor	Type of Claim	Description of Collateral
OneWest Bank Mortgage Servicing	First Mortgage	14 Pine Ridge Drive Oxford, MA 01540-1903 Worcester County Principal Residence
Select Portfolio Servicing, Inc	Second Mortgage	14 Pine Ridge Drive Oxford, MA 01540-1903 Worcester County Principal Residence

B. MODIFICATION OF SECURED CLAIMS:

Check one.

- ☐ None. If "None" is checked, the rest of Part 3.B need not be completed and may be deleted from this Plan.
☒ Secured Claim(s) are modified as set forth in 1, 2, and/or 3 below. Complete 1, 2, and/or 3 below.

(1) REQUEST FOR VALUATION OF SECURITY, PAYMENT OF FULLY SECURED CLAIMS, AND MODIFICATION OF UNDERSECURED CLAIMS UNDER 11 U.S.C. § 506:

- ☐ None. If "None" is checked, the rest of Part 3.B.1 need not be completed and may be deleted from this Plan.

The following Plan provisions of this Part 3.B.1 are effective only if the box "Included" in Part 1, Line 1.1 is checked.

The Debtor(s) requests that the Court determine the value of the lien of the following secured claim(s). For each secured claim listed below, the Debtor(s) states that the amount of the secured claim is as set out in the column headed "Secured Claim Amount." For each listed claim, the allowed amount of the secured claim will be paid in full with interest at the rate stated below, and the creditor will retain its lien to the extent of the value of the lien securing the creditor's allowed secured claim.

Unless the Court orders otherwise, the amount of a modified secured claim held by a nongovernmental creditor, as described in this Plan and treated below, is binding on the creditor and the Debtor(s) upon confirmation of this Plan, even if the creditor has filed a Proof of Claim setting forth a different amount.

Unless the Court orders otherwise, the amount of a secured claim of a governmental unit listed in an allowed Proof of Claim controls over any contrary amount listed below. The amount of a secured claim of a governmental unit may NOT be determined through this Plan.

An allowed claim of a creditor whose claim is secured by a lien on property in which the estate has an interest is a secured claim to the extent of the value of the creditor's interest, and is an unsecured claim to the extent that the value of such creditor's interest is less than the amount of the allowed claim. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim in Part 5 of this Plan. If the secured claim amount is listed below as having NO value, the creditor's allowed claim will be treated in its entirety as an unsecured claim in Part 5 of this Plan.

In the description of collateral, include the registry of deeds/land court recording information for any real property for which you are modifying a secured claim.

Name of Creditor	Description and Value of Collateral	Secured Claim Amount	Amount of Senior Liens	Interest Rate	Total Claim
Internal Revenue Service	14 Pine Ridge Drive Oxford, MA 01540-1903 Worcester County Principal Residence 284305	\$0.00	\$264,172.26	0.00%	\$17,082.32

Total Claim(s) under Part 3.B.1 to be paid through this Plan: **\$0.00**

(2) SECURED CLAIMS EXCLUDED FROM 11 U.S.C. § 506:

- ☒ None. If "None" is checked, the rest of Part 3.B.2 need not be completed and may be deleted from this Plan.

(3) LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f):

- ☒ None. If "None" is checked, the rest of Part 3.B.3 and Exhibits 3 and 4 need not be completed and may be deleted from this Plan.

C. SURRENDER OF COLLATERAL:

Check one.

- ☒ None. If "None" is checked, the rest of Part 3.C need not be completed and may be deleted from this Plan.

PART 4: PRIORITY CLAIMS

Check one

- ☐ **None.** If "None" is checked, the rest of Part 4 need not be completed and may be deleted from this Plan.
- ☒ **The following priority claim(s) will be paid in full without postpetition interest. Unless the Court orders otherwise, the amount of the priority portion of a filed and allowed Proof of Claim controls over any contrary amount listed below.**

A. DOMESTIC SUPPORT OBLIGATIONS:

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

B. OTHER PRIORITY CLAIMS (Except Administrative Expenses):

Name of Creditor	Description of Claim	Amount of Claim
Internal Revenue Service	Taxes for closed business	\$57,744.85
MDOR	Taxes for closed business	\$8,647.04

Total of Priority Claim(s) (except Administrative Expenses) to be paid through this Plan: \$77,781.80

C. ADMINISTRATIVE EXPENSES:

(1) ATTORNEY'S FEES:

Name of Attorney	Attorney's Fees
David R. Chenelle	\$2,500.00

If the attorney's fees exceed the amount set forth in MLBR, Appendix 1, Rule 13-7, the Trustee may not pay any amount exceeding that sum until such time as the Court approves a fee application. If no fee application is approved, any plan payments allocated to attorney's fees in excess of MLBR Appendix 1, Rule 13-7 will be disbursed to other creditors up to a 100% dividend.

(2) OTHER (Describe):

-NONE-

Total Administrative Expenses (excluding the Trustee's Commission) to be paid through this Plan [(1) + (2)]: \$2,500.00

(3) TRUSTEE'S COMMISSION:

The Debtor shall pay the Trustee's commission as calculated in Exhibit 1.

The Chapter 13 Trustee's fee is determined by the United States Attorney General. The calculation of the Plan payment set forth in Exhibit 1, Line (h) utilizes a 10% Trustee's commission. In the event the Trustee's commission is less than 10%, the additional funds collected by the Trustee, after payment of any allowed secured and priority claim(s), and administrative expense(s) as provided for in this Plan, shall be disbursed to nonpriority unsecured creditors up to 100% of the allowed claims.

PART 5: NON PRIORITY UNSECURED CLAIMS

Check one.

- ☐ **None.** If "None" is checked, the rest of Part 5 need not be completed and may be deleted from this Plan.
- ☒ **Any allowed nonpriority unsecured claim(s) other than those set forth in Part 5.F will be paid as stated below. Only a creditor holding an allowed claim is entitled to a distribution.**

- ☐ **Fixed Amount ("Pot Plan"):** each creditor with an allowed claim shall receive a pro rata share of \$__, which the Debtor(s) estimates will provide a dividend of __%.
- ☒ **Fixed Percentage:** each creditor with an allowed claim shall receive no less than 100 % of its allowed claim.

A. GENERAL UNSECURED CLAIMS: \$11,757.54

B. UNSECURED OR UNDERSECURED CLAIMS AFTER MODIFICATION IN PART 3.B OR 3.C:

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

C. NONDISCHARGEABLE UNSECURED CLAIMS (e.g., student loans):

Name of Creditor	Description of Claim	Amount of Claim
None		

D. CLAIMS ARISING FROM REJECTION OF EXECUTORY CONTRACTS OR LEASES:

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

E. TOTAL TO BE PAID TO NONPRIORITY UNSECURED CREDITORS THROUGH THIS PLAN:

The amount paid to nonpriority unsecured creditor(s) is not less than that required under the Liquidation Analysis set forth in Exhibit 2.

Total Nonpriority unsecured Claims [A + B + C + D]: \$11,757.54

Enter Fixed Amount (Pot Plan) or multiply total nonpriority unsecured claim(s) by Fixed Percentage and enter that amount: \$11,757.54

F. SEPARATELY CLASSIFIED UNSECURED CLAIMS (e.g., co-borrower):

Name of Creditor	Description of Claim	Amount of Claim	Treatment of Claim	Basis for Separate Classification
-NONE-				

Total of separately classified unsecured claim(s) to be paid through this Plan: \$0.00

PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Check one.

☒ **None.** If "None" is checked, the rest of Part 6 need not be completed and may be deleted from this Plan.

PART 7: POSTCONFIRMATION VESTING OF PROPERTY OF THE ESTATE

If the Debtor(s) receives a discharge, property of the estate will vest in the Debtor(s) upon entry of the discharge. If the Debtor(s) does not receive a discharge, property of the estate will vest upon the earlier of (i) the filing of the Chapter 13 Standing Trustee's Final Report and Account and the closing of the case or (ii) dismissal of the case.

PART 8: NONSTANDARD PLAN PROVISIONS

☐ **None.** If "None" is checked, the rest of Part 8 need not be completed and may be deleted from this Plan.

☒ **This Plan includes the following nonstandard provisions.** Under Fed. R. Bankr. P. 3015(c), each nonstandard provision must be set forth below in a separately numbered sentence or paragraph. A nonstandard provision is a provision not otherwise included in Official Local Form 3, or which deviates from Official Local Form 3. Nonstandard provisions set forth elsewhere in this Plan are ineffective. To the extent the provisions in Part 8 are inconsistent with other provisions of this Plan, the provisions of Part 8 shall control if the box "Included" is checked in Part 1, Line 1.3.

The following Plan provisions are effective only if the box "Included" in Part 1, Line 1.3 is checked.

1. Timely Post-petition mortgage payments paid directly by debtor to mortgagee or its servicer must be applied & credited to debtor's account without penalty as if the account were current and no pre-petition default existed on the petition date, and in the order of priority specified in the note, security agreement and applicable non-bankruptcy law.

2. Payments received from the Trustee for pre-petition arrears pursuant to 11 U.S.C. § 1322(b)(3) shall be applied only to such pre-petition arrears.

3. The Debtor intend to continue to make the regular monthly payments to OneWest Bank Mortgage Servicing and Select Portfolio Servicing on account of its mortgages (collectively "Secured Lenders"). Accordingly, the Secured Lenders shall send the Debtor monthly statements consistent with its prepetition practice . Sending such statements shall not be considered by the Debtor to be a violation of the automatic stay.

PART 9: SIGNATURES

By signing this document, Debtor(s) acknowledges reviewing and understanding the provisions of this Plan and the Exhibits filed as identified below.

By signing this document, the Debtor(s) and, if represented by an attorney, the attorney for the Debtor(s), certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 3, including the Exhibits identified below, other than any Nonstandard Plan Provisions in Part 8.

/s/ Demetrios Baraklilis

Demetrios Baraklilis

Debtor

1/08/2019

Date

Debtor

Date

/s/ David R. Chenelle

Date 1/09/2019

Signature of attorney for Debtor(s)

David R. Chenelle

628424 MA

Perkins & Anctil, P.C.

6 Lyberty Way, Suite 201

Westford, MA 01886

978-496-2000

dchenelle@perkinslawpc.com

The following Exhibits are filed with this Plan:

☒ **Exhibit 1: Calculation of Plan Payment***

☒ **Exhibit 2: Liquidation Analysis***

☐ **Exhibit 3: Table for Lien Avoidance under 11 U.S.C. § 522(f)****

☐ **Exhibit 4: [Proposed] Order Avoiding Lien Impairing Exemption****

List additional exhibits if applicable.

*Denotes a required Exhibit in every plan

**Denotes a required Exhibit if the box "Included" is checked in Part 1, Line 1.2.

Total number of Plan pages, included Exhibits: 10

EXHIBIT 1

CALCULATION OF PLAN PAYMENT

a)	Secured claims (Part 3.A and Part 3.B.1-3 Total):	\$83,453.53
b)	Priority claims (Part 4.A and Part 4.B Total):	\$77,781.80
c)	Administrative expenses (Part 4.C.1 and 4.C.2 Total):	\$2,500.00
d)	Nonpriority unsecured claims (Part 5.E Total):	\$11,757.54
e)	Separately classified unsecured claims (Part 5.F Total):	\$0.00
f)	Executory contract/lease arrears claims (Part 6 Total):	\$0.00
g)	Total of (a) + (b) + (c) + (d) + (e) + (f):	\$175,492.87
h)	Divide (g) by .90 for total Cost of Plan including the Trustee's fee:	\$195,030.00
i)	Divide (h), Cost of Plan, by term of Plan, 60 months:	\$3,249.93
j)	Round up to the nearest dollar amount for Plan payment:	\$2,481.00

If this is either an amended Plan and the Plan payment has changed, or if this is a postconfirmation amended Plan, complete(a) through (h) only and the following:

k)	Enter total amount of payments the Debtor(s) has paid to the Trustee:	
l)	Subtract line (k) from line (h) and enter amount here:	
m)	Divide line (l) by the number of months remaining (months):	
n)	Round up to the nearest dollar amount for amended Plan payment:	

Date the amended Plan payment shall begin: _____

EXHIBIT 2

LIQUIDATION ANALYSIS

A. REAL PROPERTY

Address (Sch. A/B, Part 1)	Value (Sch. A/B, Part 1)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
14 Pine Ridge Drive Oxford, MA 01540-1903 Worcester County Principal Residence	284,305.00 Debtor owns 50%	281,254.58	500,000.00

Total Value of Real Property (Sch. A/B, line 55):	\$ 284,305.00
Total Net Equity for Real Property (Value Less Liens):	\$ 1,525.21
Less Total Exemptions for Real Property (Sch. C):	\$ 1,525.21
Amount Real Property Available in Chapter 7:	\$ 0.00

B. MOTOR VEHICLES

Make, Model and Year (Sch. A/B, Part 2)	Value (Sch. A/B, Part 2)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
-NONE-			

Total Value of Motor Vehicles (Sch. A/B, line 55):	\$ 0.00
Total Net Equity for Motor Vehicles (Value Less Liens):	\$ 0.00
Less Total Exemptions for Motor Vehicles (Sch. C):	\$ 0.00
Amount Motor Vehicle Available in Chapter 7:	\$ 0.00

C. ALL OTHER ASSETS (Sch. A/B Part 2, no. 4; Part 3 through Part 7. Itemize.)

Asset	Value	Lien (Sch. D, Part 1)	Exemption (Sch. C)
Household Goods and Furnishings	3,500.00	0.00	3,500.00
4 televisions, one cell phone	750.00	0.00	750.00
Wearing apparel	500.00	0.00	500.00
Jewelry	700.00	0.00	700.00
Checking: Webster Five Credit Union	2,000.00	0.00	1,000.00
Savings: Webster Five Credit Union	13,750.00	0.00	6,875.00
Checking: Hometown Bank	100.00	0.00	50.00
Savings: Hometown Bank	0.00	0.00	0.00
401(k): Fidelity	2,250.00	0.00	2,250.00
Combined: 2017 Tax Refund	14,254.00	0.00	3,075.00

Total Value of All Other Assets:	\$ 37,804.00
Total Net Equity for All Other Assets (Value Less Liens):	\$ 22,752.00
Less Total Exemptions for All Other Assets:	\$ 18,700.00
Amount of All Other Assets Available in Chapter 7:	\$ 4,052.00

D. SUMMARY OF LIQUIDATION ANALYSIS

Amount available in Chapter 7	Amount
A. Amount Real Property Available in Chapter 7 (Exhibit 2, A)	\$ 0.00
B. Amount Motor Vehicles Available in Chapter 7 (Exhibit 2, B)	\$ 0.00
C. Amount All Other Assets Available in Chapter 7 (Exhibit 2, C)	\$ 4,052.00

TOTAL AVAILABLE IN CHAPTER 7: \$ 4,052.00

If this case were liquidated under Chapter 7, the debtor(s) estimate unsecured creditors would receive a dividend of approximately 0 %.

E. ADDITIONAL COMMENTS REGARDING LIQUIDATION ANALYSIS:

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